

Microchem Lab Services (Pty) Ltd

Cape Town (Head Office)

1st Floor Fairweather House, 176 Sir Lowry Road
Woodstock, Cape Town, South Africa, 8001

Tel: +27 (21) 465-6996

Fax: +27 (21) 465-6983

Website: www.microchem.co.za

Gauteng Micro Lab

41 Golden Drive
Morehill, Benoni, South Africa, 1501

Tel: +27 (11) 425-3775

Fax: +27 (11) 425-2521

ACCOUNT APPLICATION FORM

TYPE OF ACCOUNT REQUIRED:

Credit Account (Invoices to be paid 30 days from date of statement)

Cash Account (All goods and services must be paid for in advance)

_____ Credit limit applied for (please use zero for cash account)

CUSTOMER DETAILS:

FULL NAME OF BUSINESS /INDIVIDUAL

COMPANY REGISTRATION NUMBER/ INDIVIDUAL ID NUMBER

VAT REGISTRATION NUMBER

POSTAL ADDRESS

PHYSICAL ADDRESS

CONTACT NUMBERS

TEL:	FAX:
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NAMES AND ID NUMBERS OF DIRECTORS/MEMBERS/PARTNERS/OWNERS

NAMES

ID NUMBERS

NAMES	ID NUMBERS

BANKING DETAILS

BANK INSTITUTION:	
ACCOUNT NUMBER:	
BRANCH NUMBER:	

CUSTOMER'S ACCOUNTS DEPARTMENT CONTACT PERSON

NAME

TELEPHONE NUMBER

EMAIL ADDRESS

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CUSTOMER'S TECHNICAL CONTACT PERSON

NAME

TELEPHONE NUMBER

EMAIL ADDRESS

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TRADE REFERENCES

COMPANY

TELEPHONE NUMBER

CREDIT LIMIT

DOCUMENTATION REQUIRED FOR CREDIT APPLICATION

Please provide us with copies of the following:

- (a) Certificate of incorporation or CK 1 document
- (b) Copies of ID's of directors/members/partners or owner
- (c) Copy of VAT certificate
- (d) Cancelled cheque or bank account detail confirmation
- (e) Confirmation of postal and physical address.

STANDARD TERMS AND CONDITIONS OF BUSINESS THAT WILL APPLY TO ALL TRANSACTIONS BETWEEN THE CUSTOMER AND MICROCHEM LAB SERVICES (PTY) LTD AND ITS SUBSIDIARY COMPANIES INCLUDING, WITHOUT LIMITATION, BACARAC TRADING 119 (PTY) LTD AND CML.

1) In these terms and conditions:

- a. "CPA" means the Consumer Protection Act 68 of 2008 including, without limitation thereto, all amendments thereto in force from time to time;

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- b. "credit account" means a credit account given to the customer where payment of the account is strictly payable within 30 days of statement;
 - c. "conditions" means the Standard Terms and Conditions of Business set out in this document;
 - d. "customer" means the applicant named as the customer under the heading "Customer Details" on page 1 of this document;
 - e. "excluded transaction" means any accepted order to which the CPA does not apply by virtue of section 5 of the CPA or anything done in terms of section 5 of the CPA;
 - f. "Microchem" means Microchem Lab Services (Pty) Ltd and its subsidiary companies which include, without limitation, Bacarac Trading 119 (Pty) Ltd and CML;
 - g. "NCA" means the National Credit Act 35 of 2005 including, without limitation thereto, all amendments thereto in force from time to time; and
 - h. all references to the singular include the plural and *vice versa* and all words indicating any gender (including the neuter) shall include the other genders (including the neuter where applicable).
- 2) All transactions arising between the customer and Microchem shall be subject to these conditions unless otherwise agreed in writing by Microchem.
 - 3) If the customer has been approved for a credit account the customer undertakes to pay all invoices within a period of thirty (30) days from date of statement.
 - 4) Should the customer not pay all the invoices within the period allowed, Microchem will instruct an attorney to collect all monies owing.
 - 5) The customer consents to Microchem making enquiries about the customer's credit record with any credit reference agency or any other party to confirm the details on the application. Microchem confirms that the information obtained will be kept confidential and will not be used for any undue purpose.
 - 6) Should the application for a credit account be refused, Microchem will automatically create a cash account for the customer, giving the customer the option to deal with Microchem on a cash only basis. A cash only basis means that all goods and services required from Microchem must be paid for in full and in advance. In the event of a cash account being created, these conditions, excluding only those relating to the granting of credit to the customer, will apply to all transactions between the customer and Microchem.
 - 7) The limit on the amount of credit allowed to the customer from time to time on a credit account may be increased, altered, suspended or withdrawn by Microchem in its sole discretion at any time.
 - 8) No excluded transaction may be cancelled except with written consent of Microchem. Where the CPA applies:
 - a. orders accepted by Microchem for special order goods for special-order goods may not be cancelled except with the written consent of Microchem; and
 - b. the cancellation of any other order after it has been accepted by Microchem must be in writing and will be subject to a cancellation charge calculated by Microchem and payable on demand.
 - 9) The customer nominates its physical address as recorded on the first page of this document as its service address for service upon it of all notices and all court processes in connection with any claim made by Microchem against the customer in respect of any transaction with the customer to which these conditions are applicable.

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- 10) The customer shall forthwith notify Microchem of every change, if any, in the information concerning the customer that is set out in this document.
- 11) No relaxation or indulgence granted to the customer by Microchem at any time shall be deemed a waiver of any of rights of Microchem in terms of the transaction from which they arise and such relaxation or indulgence will not constitute nor be deemed a novation of any of these conditions, nor will it create any estoppels against Microchem.
- 12) The customer agrees not to raise any complaint nor dispute liability to Microchem unless it has notified Microchem of its complaint in writing within ten (10) business days of receipt of the relevant goods or test results in question, or within such longer period as may be reasonable in unusual circumstances. Subject to the foregoing, Microchem shall remedy any failure by either:
- replacing the relevant goods or re-performing the relevant services in question; or
 - refunding the whole or part of the price payable by the customer in respect of the relevant transaction if it has already been paid by the customer.

Microchem shall have the right to determine in its reasonable discretion which of such remedies shall be provided. However where the transaction is subject to the CPA, within six months after the delivery of such goods, if they fail to satisfy the requirements and standards prescribed by section 55 of the CPA having regard to all the circumstances surrounding their supply, the customer may require Microchem to repair or replace such of the goods as have failed, are unsafe or defective or to refund to the customer the price paid by the customer for such failed, unsafe or defective goods.

- 13) Any agreement purporting to vary the terms hereof or any consensual cancellation hereof, shall not be valid unless reduced to writing and signed by or on behalf of both the customer and Microchem.
- 14) Where the CPA applies Microchem shall only be liable for consequential losses or damages in relation to the supply of such goods and/or services which arise out of the gross negligence, recklessness or deliberate unlawful conduct of the Microchem or of any person acting for or controlled by Microchem.

Where the transaction is an excluded transaction:

- Microchem shall not be liable, whether in contract, delict or otherwise, in respect of defects in goods delivered or for any injury, damage or loss resulting from such defect or from any work done in connection therewith;
 - in no circumstance shall Microchem be liable for consequential damages.
- 15) If the customer intends transferring its business, the goodwill thereof or any goods or property forming part thereof (other than in the ordinary course of its business), the customer shall advise Microchem in writing thereof not less than thirty (30) calendar days before the effective date of such transfer.
- 16) Where goods are sold:
- Goods will be regarded as having been delivered to the customer or its agent against signature of a Microchem delivery note;
 - Ownership in any goods sold and delivered to the customer on a credit account shall pass to the customer only when all amounts due by the customer to Microchem have been paid, notwithstanding delivery of the said goods to the customer, except where and to the extent that:
 - for reasons of public health or otherwise, a public regulation prohibits the return of those goods to their supplier once they have been supplied to, or at the direction of, a customer; or

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- ii. after having been supplied to, or at the direction of, the customer, the goods have been partially or entirely disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property; or
 - iii. the goods have been supplied in terms of a transaction that is not an excluded transaction, and those goods are or are deemed to be unsolicited goods and are lawfully retained by the customer.
 - c. Risk in and to the goods shall pass to the customer on delivery of the goods.
 - d. Microchem has the right to inform the owner of the premises in which any goods are stored of the right of Microchem to retain of ownership of goods for which payment has not been made.
 - e. In the event of:
 - i. the customer breaching any of these conditions; or
 - ii. the customer failing to pay any amount due and payable on due date; or
 - iii. the customer suffering any civil judgment to be taken or entered against it; or
 - iv. the customer causing a notice of surrender of its estate to be published in terms of the Insolvency Act No. 24 of 1936, as amended;
 - v. the customer's estate being sequestered in terms of the laws of insolvency; or
 - vi. the customer being wound up whether provisionally or finally and whether voluntarily or by the court or being deregistered; or
 - vii. the customer dying;

without detracting from any other remedy which it may have, Microchem shall have the right to repossess the goods sold and delivered to the customer, if any, and without prejudice to its other rights, Microchem shall have the right to claim specific performance of all the customer's obligations whether or not such obligations would otherwise then have fallen due for performance, or to claim damages from the customer.

17) Where goods or services are supplied in terms of an excluded transaction:

- a. no representations or warranties as to quality or freedom from latent defect or fitness for any particular purpose or otherwise shall be binding upon Microchem unless made by Microchem in writing;
- b. if any dispute arises between Microchem and the customer out of these conditions Microchem shall be entitled, but not obliged, at its option, to institute proceedings in any magistrates court which otherwise has jurisdiction notwithstanding that the amount in issue may exceed the limits of such jurisdiction and in those circumstances the customer hereby consents to such jurisdiction and the customer hereby consent to the jurisdiction of such court, but where the CPA is applicable to the relevant transaction the customer does not waive any right to rely on any of the dispute resolution or referral provisions of the CPA;
- c. amounts payable to Microchem by the customer may not be set off against or withheld on account of any such claims unless they have been admitted by Microchem in writing; and
- d. the customer shall pay any legal and other costs incurred by Microchem as a result of any breach by the customer of these conditions or any failure by it to pay any amount on due date on the scale as between attorney and own client, whether or not action is instituted, and such costs shall include any commission which Microchem is required to pay to its attorneys as a result of any action taken by them.

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I, THE UNDERSIGNED, HAVE READ, UNDERSTOOD AND HEREBY ACCEPT THE STANDARD TERMS AND CONDITIONS OF BUSINESS ("conditions") SET OUT ON PAGES 2, 3, 4 AND 5 OF THIS DOCUMENT.

I CONFIRM THAT I AM THE APPLICANT (CUSTOMER) IN MY PERSONAL CAPACITY OR THAT IF I AM NOT, I HAVE BEEN GRANTED DUE AUTHORITY BY THE APPLICANT TO APPLY FOR A CREDIT ACCOUNT AND TO AGREE TO THE ABOVE TERMS AND CONDITIONS ON ITS/THEIR BEHALF.

Signature of Applicant

Printed Name

Position at Company

Date

FOR OFFICE USE ONLY

GROUP CREDIT MANAGER'S RECOMMENDATION

APPROVED FOR CREDIT ACCOUNT

YES/NO

APPROVED CREDIT LIMIT _____

Approved by

Name

Signature

Date